

Courtesy of



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LITTLE HORSE THIEF CANYON SUBDIVISION

THIS DECLARATION, made on the day and year hereinafter set forth by Paul T. vonGontard, hereinafter referred to as "declarant," the owner of all of the lots of Little Horse Thief Canyon Subdivision, in accordance with the plat filed for record January 18, 1979, in Teton County, Wyoming, as Plat No. 366, and which shall hereinafter be referred to as the "property."

NOW, THEREFORE, declarant hereby declares that all of the property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Recorded 7-25 1989 at 10:30 A
In Book 213 of Photo Page 838-854
No. 289312 \$36.00
V. Jolynn Coonce County Cle
by *Ann Riecke* Dep.

ARTICLE I

RELEASED	
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>

LAND CLASSIFICATIONS AND
GENERAL RESTRICTIVE COVENANTS

Section 1. Land Classifications. All land within Little Horse Thief Canyon Subdivision has been classified for residential use only, for Lots number one through seventeen (1 - 17).

Section 2. Property Subject to Covenants. All of said restrictions, conditions, covenants, provisions and agreements are made for the mutual reciprocal benefit of each and every lot shown on that certain plat known as Little Horse Thief Canyon Subdivision, duly certified and acknowledged by

Paul N. Scherbel, Registered Land Surveyor, Registration No. 164, State of Wyoming. No property of the declarant, other than Lots 1 through 17 as shown on said plat is subject to any of these covenants or restrictions.

Section 3. Private Residence Purpose. All lots in Little Horse Thief Canyon Subdivision shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not to exceed two (2) stories in height, or twenty-five (25) feet maximum, and one small one-story guest house or accessory building, and if horses are kept on the property, a one-story stable. No guest house or out building may be rented or leased, except as part of the entire premises, and such accessory building or guest house may not be constructed prior to the construction of the main residence.

Section 4. Business Uses. No business or Profession of any nature shall be conducted on any lot, said lots being intended for single-family residence purposes only, provided, however, that this prohibition shall not preclude cultural activities in the main dwelling house, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities, conducted or performed by the owners or lessees of the property, together with their families, even if such activity may bring remuneration to the person or persons participating therein.

ARTICLE II

DESIGN STANDARD

Section 1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior finishing of any and all improvements and site preparation upon each lot.

Section 2. Design Character. All buildings shall be western-ranch in design in order to achieve design compatibility with existing ranch characteristics of the area. Low, rambling and informal structures are encouraged in order to relate to the terrain and physical features of the Subdivision.

(A) All improvements shall be of new construction only. Pre-built, component, or modular construction shall not be permitted except upon specific approval of the Design Committee, which approval of pre-built or modular construction may be withheld completely.

(B) Exterior materials shall be of rough sawn natural wood, peeled log, native stone or other similar rough textured material. Roof materials shall be cedar shake, wood shingle, built up tar and gravel, asphalt shingle, or other material specifically approved by the Design Committee.

(C) Exterior colors shall be subdued and in the earth-tone range. Glossy painted finished shall not be permitted and all exposed metal shall have a dull colored finish, or shall be flat color anodized or painted.

Section 3. Building Design. A minimum floor area of any single-family residence shall be not less than twelve hundred (1,200) square feet, exclusive of a garage, carport or unenclosed porches or decks, which shall be constructed at one (1) grade level. Each guest house shall have not more than six hundred (600) square feet, and each single story stable complex shall not exceed eight hundred (800) square feet. Any corral desired shall not exceed two thousand five hundred (2,500) square feet.

Section 4. Roofs. Roofs shall have a maximum pitch of six (6) feet in twelve (12) feet. All primary roofs shall

have a minimum overhang of two (2) feet. Solar collectors shall not be considered as roofs.

(A) Solar Collectors. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectional glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage or accessory building and shall not be free standing. Solar collectors shall be permitted only upon specific approval of the Design Committee.

Section 5. Site Design.

(A) Building Set-Back. Since the establishment of standard inflexible building set-back lines for locations of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effect on privacy, view, preservation of important trees, etc., no specific set-back lines are established by these covenants, except for the minimum set-back line as shown on the Subdivision Plat hereinabove referred to. All other set-back lines, including the location of structures and the corral shall be determined by the Design Committee.

(B) Automobile Storage. Each lot owner shall provide space for parking two (2) automobiles within an enclosed garage structure prior to the occupancy of any dwelling constructed on said lot.

(C) Fencing. To maintain the desired open visual aspect of the property, no perimeter fencing shall be permitted on any lot with the exception that a decorative perimeter fence shall be allowed which must be of wood post and pole construction not to exceed three (3) feet in height. Horses will be restricted to the corral area and, because of the delicate nature of the native forage and ground cover, no

grazing of the lots will be permitted except within the confined corral area. Corral fences shall be constructed of wooden post and poles, not to exceed six (6) feet in height.

(D) Exterior Lighting. Exterior lighting must be so arranged so that the source of illumination cannot be seen from neighboring properties and so as to reflect the light away from neighboring properties and away from the vision of passing motorists.

(E) Utilities. Utilities shall be installed underground. Each lot shall be connected to a common water system and shall be subject to an initial connection fee and monthly service charge. Each lot owner shall be responsible for the obtaining of necessary permits and the construction of a sewage disposal system to be located on such lot. The water system will not be designed for excessive lawn irrigation and such lawn and gardening water needs shall be limited to an area not exceeding twenty thousand (20,000) square feet.

ARTICLE III

GENERAL USE AND RESTRICTIVE COVENANTS

Section 1. Building Permit Required. Building permits shall be required prior to any construction as herein provided:

(A) No building, structure, sign, fence, re-finishing or improvement of any kind shall be erected, placed or permitted to remain on any structure, lot or tract, and no excavation or other work which in any way alters any lot from its natural or improved state shall be erected, placed, done or permitted to remain on any structure, lot or tract until the plans, specifications, and exterior material samples and color selections therefor have been approved in writing and a building permit has been issued by the Design Committee. Plans for buildings for refinishing

or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a proposed site plan. Plans and elevations shall clearly show all external features and materials for all structures. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes.

(B) The sum of One Hundred Dollars (\$100.00) for each lot shall be submitted, along with the plans and specifications required above, to the Design Committee to cover the expense of reviewing said plans. Said amount may be increased from time to time by Design Committee rules.

(C) A copy of the proposed plans and related data may be retained by the Design Committee for its records. Any approval given by the Design Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

Section 2. General Restrictions. The following general restrictions shall apply to all lots.

(A) Each lot and all improvements from time to time located thereon shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at lot owner's sole cost and expense.

(B) No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause

unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and the improvements located thereon, shall be placed or used upon any lot.

(C) No animals may be kept or maintained on any part of any lot, with the exception of not more than four (4) horses, dogs, cats or other animals which are bonafide household pets. The right to keep household pets and horses shall be conditioned upon the fact that such animals do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property. All animals, including house pets shall be restrained or leashed at all times. The Homeowners' Association may, to prevent any nuisance or inconvenience set forth additional rules which may reduce the allowable number, restrict the type of pet, or require that all pets be confined indoors.

(D) If cable television is available to the property, no television antennas shall be installed upon any structure. If cable television is not available, lot owners may install television antennas provided the same shall not exceed six (6) feet in height over the roof of the structure upon which it is installed.

(E) The declarant reserves unto himself, his successors and assigns, a perpetual, alienable and release-able easement and right on, over and under the ground contained within the Subdivision for road, utility and drainage purposes. The declarant may cut drainways for surface water wherever and whenever such action may appear to the declarant to be necessary in order to maintain reasonable standards of health, safety and appearance.

(F) No structure of the temporary character shall be placed upon any lot at any time; provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of the main dwelling house or structure, it being clearly understood that such temporary structure may not, at any time, be used as a residence or permitted to remain on the lot after completion of construction.

(G) No clothes, sheets, blankets or other articles may be hung out to dry on any part of said property, and no trailers, boats, snowmachines, vehicles such as or similar to campers, or any other similar equipment may be stored on any part of the property, except in a screened service yard, garage, or other approved enclosure. No tents, teepees or other similar out-buildings or structures, except as specifically authorized herein, shall be placed on any lot at any time, either temporarily or permanently.

(H) If a lot owner desires a service yard, such service yard must be screened by a fence to shield and hide the same from view. Plans for such fence, delineating the size, design, texture, appearance and location must be approved by the Design Committee prior to construction.

(I) No rubbish, debris, ashes or trash of any kind shall be placed or permitted to accumulate on any lot, and all garbage and trash receptacles shall be kept within a screened service yard or within an approved enclosure.

(J) Sagebrush and native grasses shall not be removed from any lot except for the construction of authorized buildings and improvements, and the natural landscape, except as herein provided, shall be restored should the same be disturbed or destroyed during construction by the planting of grasses, trees or shrubbery of appropriate character and type.

(K) In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the property.

(L) No commercial signs, including "for rent", "for sale", and other similar signs shall be erected or maintained on any lot except with the written permission of the Design Committee, or except as may be required by legal proceedings, it being understood that the declarant will not grant permission for signs unless their erection is reasonably necessary to avert serious hardship to the property owners. If such permission is granted, the Design Committee reserves the right to restrict size, color and content of such sign. of such sign. Property identification and like signs exceeding a combined total of not more than two (2) square feet may be erected without the written permission of the declarant.

(M) Each lot owner shall provide a water meter as may be specified by the Design Committee, which is capable of being "read" without the necessity of entering the structure. The Design Committee shall approve the location of the meter.

(N) Emptying or the discharge or use of firearms or other weapons on the property shall be specifically prohibited at all times.

(O) The use of motorcycles, snowmachines, or vehicles designed for "off-road" use shall be confined to roads within the Subdivision, and their use may be limited by the Homeowners' Association to prevent a nuisance.

ARTICLE IV

HOMEOWNERS' ASSOCIATION AND VOTING RIGHTS

Section 1. Association Membership. Every owner of a lot within the Subdivision shall be a member of the Homeowners' Association. Membership shall be pertinent to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners with the exception of the declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. Class B members shall be the declarant or a successor named by him and shall be entitled to three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or;
- (b) on January 1, 1990.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and to pay to the Homeowners' Association the annual assessments or charges as may be established from time to time.

The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall also be the

personal obligation of the person who was the owner of the property at the time such assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the health, safety and welfare of the residents of the property, snow removal purposes, and for maintenance and upkeep of the roads and for operation and maintenance of the water system should the water system become the property of the Homeowners' Association.

Section 3. Amount of Assessment. The Homeowners' Association shall fix the assessment to be charged each year. The initial assessment for the first year will be \$200.00 for undeveloped lots and \$300.00 for developed lots. If a building permit has been issued for the construction of any improvements on a lot, it shall be considered as a developed lot.

Section 4. Effect of Non-Payment of Assessment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action at law against the owner personally obligated to pay the same, or for closed lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Design Committee. There shall be a Design

Committee, organized as follows.

(A) The Design Committee shall consist of three (3) members, at least one (1) member shall be an architect, designer, landscape architect, interior decorator, or a person with similar qualification. No other member shall be required to meet any qualification for membership on the Design Committee.

(B) Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed.

(C) Except as provided below, the right from time to time to appoint and remove members of the Design Committee shall be, and is hereby reserved to and vested solely in the declarant.

(D) At such time as the declarant has conveyed all lots within the Subdivision or relinquishes his right to appoint Committee members, in writing, the Association shall have the right to appoint the Design Committee members.

Section 2. Design Committee Duties. It shall be the duty of the Design Committee to consider and act upon such proposals for plans submitted to it from time to time, and the vote or written consent of any two (2) members shall constitute an act by the Design Committee.

Section 3. Design Committee Rules. The Design Committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "Design Committee Rules."

Section 4. Liability. Neither the Design Committee nor any member thereof shall be liable to the Homeowners' Association or to any owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective,

(b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development or manner of development of any property within the Subdivision.

ARTICLE VII

FUTURE DEVELOPABLE PROPERTY

Section 1. Right to Subdivide and Develop. The declarant reserves, retains, and shall have the right to hereafter develop and further subdivide and plat all of that property described on the Little Horse Thief Canyon Subdivision plat which is reserved for future development, and shall have the right to develop the same for commercial or light industrial purposes.

Section 2. Roads and Utilities. The declarant reserves, retains and shall have the right to use the road(s) located within the Subdivision and those providing ingress and egress thereto, and all utilities serving the Subdivision, for further developments on adjoining property.

Section 3. Assignment. The reservation for future development and for the use of the water, utilities, and roadways may be assigned by the declarant to any other person, firm or corporation, and shall be for the use of his heirs and assigns.

ARTICLE VIII

DURATION, ENFORCEMENT AND AMENDMENT

Section 1. Summary Enforcement. In the event of violation or breach of any said restrictions, conditions, covenants or agreements herein contained, the declarant shall also have the right to enter upon the lot or lots on which, or as to which, such violation or breach exists, and summarily abate or remove, at the expense of the owner thereof, any structure, thing or condition that may exist

therein contrary to the intent and meaning hereof, and the declarant shall not be deemed guilty of any manner of trespass for or by reason of such entry, abatement or removal. In this connection, the Homeowners' Association or its agents may enter upon any lot on which a residence or other structure has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the declarant for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which, in the opinion of the declarant, detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Homeowners' Association and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provision in this paragraph shall not be construed as an obligation on the part of the declarant to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

Section 2. Waiver. No delay or omission on the part of the declarant or any future owner of any lot contained in the Subdivision in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained for or on account of the failure of any such persons to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions,

restrictions or covenants which may be unenforceable.

Section 3. Term. All of the provisions, restrictions, conditions and agreements set forth in this declaration shall affect each and all of the lots contained in the Subdivision and shall run with the land, and shall exist and be binding for a period of thirty (30) years from the date hereof; PROVIDED, HOWEVER, that these covenants or any provisions hereof may be terminated, modified or amended as to the whole of this property or any portion thereof, with the written consent of the owners of eighty percent (80%) of the lots subject to these restrictions. The term of these covenants shall be automatically extended for successive ten (10) year periods following the original thirty (30) year period, unless a notice of termination is executed by the owners of eighty percent (80%) of the lots subject to these restrictions and filed with the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming.

ARTICLE IX

MISCELLANEOUS GENERAL PROVISIONS

Section 1. Variances. The declarant may allow reasonable variances and adjustments of the within conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

Any variances or adjustments of these conditions and restrictions granted by the declarant, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein shall not be deemed to be a waiver of

any of the conditions and restrictions in any other instance.

Otherwise, the declarant, his successors or assigns, shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or enforce the observance of these covenants and restrictions in addition to the ordinary legal action for damages.

Section 2. Assignment. Any or all of the right, title, interest and estate given to or reserved by the declarant herein may be transferred or assigned by appropriate instrument in writing executed by the declarant and recorded in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming.

Section 3. Subdivision Prohibited. No lot may be subdivided into smaller lots or tracts except for Lots 11 and 17 which may be divided into not less than two (2) equal lots, subject to such county and state laws which may apply.

Section 4. Validity. In the event that any one or more of the provisions, conditions, restrictions and covenants, or any part thereof, herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall be continued unimpaired and in full force and effect.

Section 5. Notices. All notices required hereby shall be certified mail, return receipt requested, and be deemed given when mailed to the party at the address or in the manner shown as follows:

Paul T. vonGontard
P.O. Box 949
Jackson, Wyoming 83001

The declarant may change its address for notice purposes by giving notice to each such property owner in said platted area of any such change.

EXECUTED this 31st day of August, 1979.

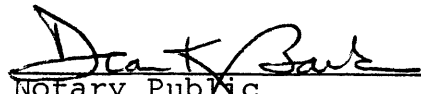

PAUL T. vonGONTARD

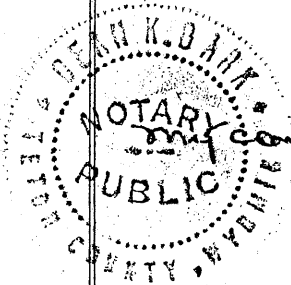
ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me
by PAUL T. vonGONTARD, this 31st day of August, 1979.

WITNESS my hand and official seal.


Notary Public



my commission expires 6/29/81

